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*Attorneys for Non-Party*

Top Victory Investments Ltd.

[Complete Counsel for Both Parties Listed  
Following Signature Page]

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

POLARIS POWERLED  
TECHNOLOGIES, LLC,

Plaintiff,

v.

VIZIO, INC.,

Defendant.

QUINN EMANUEL URQUHART &  
SULLIVAN LLP

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*Attorneys for Defendant*  
VIZIO, Inc.

Case No. 8:18-CV-01571-JVS (DFMx)

**STIPULATED SUPPLEMENTAL  
PROTECTIVE ORDER FOR TPV  
CONFIDENTIAL INFORMATION**

1 WHEREAS, prior to the disclosure in this matter of its confidential  
2 information, non-party Top Victory Investments, Ltd. (“TPV”) seeks protections in  
3 addition to those set forth in the Stipulated Protective Order previously stipulated to  
4 by the Parties and entered by the Court. [Dkt. No. 56 (the “Protective Order”)]

5 THEREFORE, it is hereby stipulated among the Parties and ORDERED  
6 pursuant to Fed. R. Civ. P. 26(c) that:

7 **A. Scope**

8 1. Pursuant to Paragraph 11(a) of the Stipulated Protective Order, this  
9 Supplemental Protective Order sets forth additional restrictions governing the  
10 disclosure of Protected Material that constitutes or includes confidential or  
11 proprietary information or trade secrets of TPV or in TPV’s possession (“TPV  
12 Protected Material”).

13 2. Except as supplemented or amended herein, the provisions of the  
14 Protective Order will apply to TPV Protected Material. In the event of a conflict  
15 between the Protective Order and this Supplemental Protective Order, the terms of  
16 this Supplemental Protective Order will govern.

17 3. Except as expressly stated otherwise, all terms used in this  
18 Supplemental Protective Order have the same meaning as used in the Protective  
19 Order.

20 **B. Designation of TPV Protected Material**

21 4. In supplementation to Paragraph 5 of the Protective Order:

22 (a) A Producing Party must designate TPV Protected Material as  
23 “TPV HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES ONLY,” or “TPV  
24 HIGHLY CONFIDENTIAL - SOURCE CODE.” The respective protections  
25 provided in the Protective Order for materials designated “HIGHLY  
26 CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” or “HIGHLY  
27 CONFIDENTIAL – SOURCE CODE” shall apply, as amended by this  
28 Supplemental Protective Order to TPV Protected Material.

1 (b) Any portion of a transcript relating to TPV Protected Material  
2 shall be deemed “TPV HIGHLY CONFIDENTIAL - SOURCE CODE.” If a Party  
3 desires to modify that classification, it must provide a copy of the relevant portion  
4 of the transcript to TPV. Paragraph 6.2 of the Protective Order will govern any such  
5 requests.

6 **C. Inspection of TPV Source Code**

7 5. In supplementation to Paragraph 9(c) of the Protective Order:

8 TPV agrees that TPV Source Code will be made available for inspection at  
9 the Los Angeles office of O’Melveny & Myers. Polaris requests that the TPV  
10 Source Code be made available at the San Francisco office of O’Melveny & Myers,  
11 and there is a disagreement about this, as TPV refuses to do so. Polaris reserves the  
12 right to raise this issue as to location with the Court for resolution. The TPV  
13 Source Code shall be made available for inspection on a secured computer in a  
14 secured room without Internet access or network access to other computers, and the  
15 Receiving Party shall not copy, remove, or otherwise transfer any portion of the  
16 TPV Source Code onto any recordable media or recordable device. TPV may  
17 visually monitor the activities of the Receiving Party’s representatives during any  
18 source code review, but only to ensure that there is no unauthorized recording,  
19 copying, or transmission of the TPV Source Code, and this will be arranged in a  
20 manner that counsel and their expert witness may confer confidentially and without  
21 being overheard by TPV counsel or representatives.

22 **D. Additional Restrictions Concerning the Handling of TPV Source Code**

23 6. Where TPV is not the Producing Party, any request by a Receiving  
24 Party for printouts of TPV Source Code pursuant to Paragraph 9(d) of the  
25 Protective Order, must be immediately on the same day the request is made,  
26 forwarded by email to counsel for TPV. On receipt of such request, TPV shall then  
27 have the rights of a “Producing Party” under that paragraph to object to the request.  
28

1           7.     The printed copy sets of TPV Source Code must be kept at all times in  
2 the offices of Outside Counsel of the Receiving Party and one printed copy set may  
3 be kept at the offices of the Receiving Party's outside consultants or experts. On  
4 request by a Receiving Party, TPV will work with the Receiving Party to identify  
5 one or more offices of Outside Counsel of the Receiving Party that could host  
6 printed copy sets.

7           8.     Items designated as "TPV HIGHLY CONFIDENTIAL - SOURCE  
8 CODE" may be transported only by hand by a person authorized to have access  
9 under Paragraph 7.3 of the Protective Order or may be shipped by courier, such as  
10 Federal Express or UPS, provided that it is shipped with a secure tracking number.  
11 If an authorized person is taking that material on a flight, it must be carried on the  
12 plane and may not be checked.

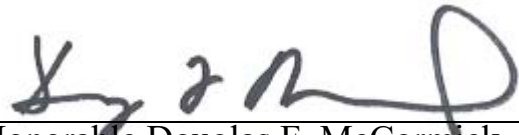
13 **E.     Other Provisions**

14           9.     A Receiving Party that wants to file or otherwise submit TPV  
15 Designated Material must file the materials under seal and must immediately notify  
16 TPV.

17           **IT IS SO STIPULATED**, through Counsel of Record.

18  
19 **IT IS ORDERED** that the forgoing Agreement is approved.

20  
21 Dated: November 20, 2019

  
\_\_\_\_\_  
Honorable Douglas F. McCormick  
United States Magistrate Judge

1 Dated: November 15, 2019

FEINBERG DAY KRAMER ALBERTI  
LIM TONKOVICH & BELLOLI LLP

3 By: /s/ Robert F. Kramer

4 *Attorneys for Plaintiff*  
5 Polaris PowerLED Technologies, LLC

7 Dated: November 15, 2019

QUINN EMANUEL URQUHART &  
SULLIVAN LLP

9 By: /s/ Miles D. Freeman

10 *Attorneys for Defendant*  
11 VIZIO, INC.

12 Dated: November 15, 2019

O'MELVENY & MYERS LLP

13 BY: /s/ Brian M. Berliner  
14 Brian M. Berliner

15 Counsel for Non-Party Top Victory  
16 Investments Ltd.

17  
18 All other signatories listed, and on whose behalf the filing is submitted, concur in  
19 the filing's content and have authorized the filing.

20 Additional Counsel for Plaintiff:

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16 Top Victory Investments Ltd.

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**Exhibit A**

**CERTIFICATION OF OUTSIDE CONSULTANT  
REGARDING PROTECTIVE ORDER**

I, \_\_\_\_\_, state:

1. I have read the Supplemental Protective Order for TPV Confidential Information and understand and will abide by its terms.

2. I state under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature